

BILL NO. S-75-08-47

SPECIAL ORDINANCE NO. S- 175-75

AN ORDINANCE approving a contract with BERCOT, INC. for sewer installation to serve West Trixholme Addition, Resolution 867-75

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated August 13, 1975, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and BERCOT, INC., for sewer construction, as follows:

Commencing at a proposed M.H. on the Spy Run Interceptor, Resolution No. 131 1376[±] feet East of the centerline of Harris Road and 10[±] feet South the the centerline of West Louisedale Drive extended Easterly; thence Westerly in and along West Louisedale a distance of 660[±] feet to proposed M.H. No. 3 in Parkside Dirve; thence, Southerly 806[±] feet in and along a proposed easement parallel to Parkside Drive to a proposed M.H. 3[±] feet South of the Sough right-of-way of Sundown Lane; thence Westerly 259[±] feet in and along a proposed easement parallel to Sundown Lane terminating at a proposed M.H. 452[±] feet East of the centerline of Harris Road and 28[±] feet south of the centerline of Sundown Lane.

Lateral A


Commencing at the above mentioned proposed M.H.No. 3; thence Northwesterly 100[±] feet to a proposed M.H. on the North right-of-way of West Louisedale Drive and 7[±] feet East of the West property line of Lot No. 3 in West Trixholme Addition; thence, Southwesterly 400[±] feet in and along a proposed easement terminating at a proposed M.H. 232[±] feet East of the centerline of Harris Road on the North right-of-way of West Louisedale Drive.

Lateral B

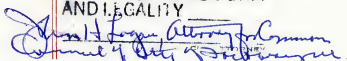
Commencing at an existing M.H. 1200[±] feet North of the intersection of Goshen Road and Harris Road, and 15[±] feet East of the centerline of Harris Road; thence Northerly 98[±] feet in and along an existing easement to the South boundary line of the North West 1/4 of Section No. 27 in Washington Township; thence Northerly 622[±] feet terminating at a proposed M.H. 270[±] feet North of Sundown Lane and 15[±] feet East of the centerline of Harris Road

for a total cost of \$65,129.58, all as more particularly set forth in said Contract which is on file in the office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


Attorney General

Read the first time in full and on motion by Moses, seconded by Hingo, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hingo, and duly adopted, placed on its passage. Passed ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
KRAUS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u> </u>	<u> </u>	<u> </u>	<u>14</u>	<u> </u>
SCHMIDT, D.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 9-9-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-175-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 2:00 o'clock P.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 2:00 o'clock P.M., E.S.T.

John H. Lutz
MAYOR

Bill No. S-75-08-47

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with BERCOT, INC. for sewer installation to serve West
Trioxlme Addition, Resolution 867-75

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

Winfield C. Moses Jr.
Eugene Kraus Jr.
William T. Hinga
John Huckols
D. Schmidt

DATE 9-9-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

62-272-6 8/20/75

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....13th day of

August 19 75, by and between

BERCOT, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Commencing at a proposed M.H. on the Spy Run Interceptor, Resolution No. 131 1376± feet East of the centerline of Harris Road and 10± feet South of the centerline of West Louisedale Drive extended Easterly; thence Westerly in and along West Louisedale a distance of 660± feet to proposed M.H. No. 3 in Parkside Drive; thence, Southerly 806± feet in and along a proposed easement parallel to Parkside Drive to a proposed M.H. 3± feet South of the South right-of-way of Sundown Lane; thence, Westerly 259± feet in and along a proposed easement parallel to Sundown Lane terminating at a proposed M.H. 452± feet East of the centerline of Harris Road and 28± feet south of the centerline of Sundown Lane.

Lateral A

Commencing at the above mentioned proposed M.H. No. 3; thence, Northwesterly 100± feet to a proposed M.H. on the North right-of-way of West Louisedale Drive and 7± feet East of the West property line of Lot No. 3 in West Trixholme Addition; thence, Southwesterly 400± feet in and along a proposed easement terminating at a proposed M.H. 232± feet East of the centerline of Harris Road on the North right-of-way of West Louisedale Drive..

Lateral B

Commencing at an existing M.H. 1200± feet North of the intersection of Goshen Road and Harris Road, and 15± feet East of the centerline of Harris Road; thence Northerly 98± feet in and along an existing easement to the South boundary line of the North West ¼ of Section No. 27 in Washington Township; thence, Northerly 622± feet terminating at a proposed M.H. 270 ± feet North of Sundown Lane and 15± feet East of the centerline of Harris Road.

Said sewers to be 8 inches in diameter.

It is noted on this project there is an estimated \$6,294.94 for engineering, inspection and advertising costs, and \$7,992.90 for area connection charges. These monies are due the City Utilities and are a part of the total project cost. It is proposed the entire project, i.e. construction cost plus engineering, inspection and advertising, plus area connection charges is to be financed through assessments to the benefited property owners. To accommodate the contractor in marketing the assessment roll, it is agreed that all bonds and cash payments from the property owners will be turned over to the contractor. Said amounts include funds due City for engineering, inspection, advertising and area connection charges. The contractor must pay to the City Controller in cash the amounts due for engineering, inspection, advertising and area connection charges within 30 days after receipt of the bonds and cash for the assessment roll. Failure by the contractor to repay said funds shall constitute a breach of contract and give the City full right to call on the contractor's bonding company for payment of monies.

BY: *[Signature]*
ITS: *[Signature]*
Contractor, party of the first part.

This contract approved by us this _____ day of _____ 19 _____

BOARD OF PUBLIC WORKS,
Party of the second part.

APPROVED AS TO FORM AND LEGALITY

Mayor

CITY ATTORNEY

for the Following Prices

8" Pipe sewer Twelve dollars and four cents	\$ 12.04
Standard concrete M.H. Type I Eight hundred seventy two dollars	872.00
Concrete pavement Thirty Dollars	30.00
Asphalt Pavement over stone base Eleven dollars	11.00
Crushed stone pavement Six dollars	6.00
Special backfill (B-Borrow) Four dollars and twenty cents	4.20
Special backfill #73 or #53 Six dollars	6.00
Seeding Ninety nine cents	0.99
6" Tap complete & in place Two hundred forty seven dollars	247.00
including Tap Permit	

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Local Improvement Resolution No. 867-1975 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 90 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 13th day of August 19 75

BERCOT, INC.

BY: [Signature]

ITS: [Signature]

Contractor, party of the first part.

This contract approved by us this _____ day of _____ 19 _____

BOARD OF PUBLIC WORKS,
Party of the second part.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

BERCOT, INC.

as principal and CINCINNATI INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty Five Thousand One Hundred Twenty Nine Dollars and fifty eight cents (\$65,129.58) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 13th

day of August, 1975, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 13th day of August 19 75

HUFF & CAMPBELL INS. AGENCY, INC.

AUTHORIZED AGENTS

BERCOT, INC.

BY: *[Signature]*

Secretary - Treasurer
CINCINNATI INSURANCE COMPANY

BY:

ATTORNEY-IN FACT

Approved this day of 19

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision-Volume VIII). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

BERCOT, INC. _____ Contractors

as principal and _____ CINCINNATI INSURANCE COMPANY _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty Five
Thousand One Hundred Twenty Nine Dollars and Fifty Eight Cents (\$ 65,129.58)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said _____

did on the 13th day of August, 1975 enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along _____

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said Bercot, Inc.

_____ shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 13th day of August 19 75

HUFF & CAMPBELL INS. AGENCY, INC.

AUTHORIZED AGENTS

BERCOT, INC.

BY: Walter Bercot, Sr. (SEAL)
CINCINNATI INSURANCE COMPANY (SEAL)

BY: _____ (SEAL)
ATTORNEY-IN FACT

Approved this _____ day of _____ 19 _____

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19
CONTRACT AND BOND
of

for

Amount of Bond

Dollars

Approved:

Board of Public Works.

Recorded in Contract Record Book No.

Page Recorded in Imp. Res.

Record Book No. Page

Improvement Resolution No. 19

Cost per lineal foot \$

Assessment Roll Approved

Final Estimate Approved

PROJECT

WEST TRIXHOLME ADD. SANITARY SEWER RESOLUTION #867-75

DATE 7-30-75

- CONTRACTOR-----
 A. CERTIFIED CHECK
 B. NON-COLLUSION AFFIDAVIT
 C. BID BOND
 D. FINANCIAL STATEMENT
- E. CERT. IN LIEU OF EQUAL EMPLOYMENT
 STATEMENT AND AFFIRMATIVE ACT.
 PROGRAM
 F. EQUAL EMPLOYMENT OPPORTUNITY
 A.A.P.

BERCOT, INC.				NOBIS-WESTRUP							
A		E	X	A		E		A		E	
B	X	F		B	X	F	X	B		F	
C	X			C	X			C			
D	X			D	X			D			

	DESCRIPTION	UNITS	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1	8" PIPE SEWER	2,943± L.F.	11.78	34,668.54	12.04	35,433.72	14.20	41,790.60		
2	Std. Conc. Manhole TYPE I	10± Each	686.25	6,862.50	872.00	8,720.00	690.00	6,900.00		
3	CONCRETE PAVEMENT	13± Sq. Yds.	18.75	243.75	30.00	390.00	25.00	325.00		
4	ASPHALT PAVE. OVER ST. BASE	110± Sq. Yds.	15.00	1,650.00	11.00	1,210.00	20.00	2,200.00		
5	CRUSHED STONE PAVE.	9± Sq. Yds.	5.00	45.00	6.00	54.00	3.00	27.00		
6	SPECIAL BACKFILL (B-BORROW)	758± Cu. Yds.	7.00	5,306.00	4.20	3,183.60	5.00	3,790.00		
7	SPECIAL BACKFILL #73 or #53	147± Cu. Yds.	8.25	1,286.25	6.00	882.00	7.00	1,029.00		
8	SEEDING	8,674 ±Sq. Yds.	1.12	9,714.88	0.99	8,587.26	0.90	7,806.60		
9	6" TAP COMPLETE & IN PLACE									
	INCLUDING TAP PERMIT	27± Each	117.50	3,172.50	247.00	6,669.00	200.00	5,400.00		
	ENGINEERS ESTIMATE			62,949.42		65,129.58		69,268.20		
	ADVERTISING COST			40.00		40.00		40.00		
	ENGINEERING & INSP.			6,294.94		6,294.94		6,294.94		
	AREA CONNECTION FEE			7,992.90		7,992.90		7,992.90		
MU-SF TOTAL ESTIMATE				\$77,277.26		TOTAL \$79,457.42		TOTAL \$83,596.04		TOTAL

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-75-08-47 ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers ordinance for contract with Bercot, Inc. in amount of \$65,129.58 for installation of sewer to serve West Trixholme Addition, Resolution 867-75.

SEE BID TABULATION ATTACHED

EFFECT OF PASSAGE Installation of sewer

EFFECT OF NON-PASSAGE Unable to provide sewer service to property owners

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$65,129.58

ASSIGNED TO COMMITTEE Ad. of WKS JHK